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25
 26 UNITED STATES DISTRICT COURT
 27 CENTRAL DISTRICT OF CALIFORNIA
 28

29 FOUAD N. DAGHER; BISHARAT)	CLASS ACTION
30 ENTERPRISES, INC.; ALFRED)	
31 BUCZKOWSKI; ESEQUIEL DELGADO;)	CASE NO: CV-99-06114 GHK (JWJx)
32 MAHWASH FARZANEH; NASSER)	
33 EL-RADI; G.G.&R. PETROLEUM, INC.;)	FIRST SECOND AMENDED
34 H.J.F. INC.; KALECO, CO.;)	COMPLAINT FOR DAMAGES AND
35 MIKE M. MADANI; CARLOS MARQUEZ;)	INJUNCTIVE RELIEF UNDER THE
36 SAMI MERHI; EDGARDO R. PARUNGAO;)	ANTITRUST LAWS
37 PAUL. E. PETERSON; RON ABEL SERV.)	
38 CENTER, INC.; JERRY'S SHELL SERV.)	
39 CENTER, INC.; GULLERMO RAMIREZ;)	
40 LEOPOLLO RAMIREZ; NAZAR)	JURY TRIAL DEMANDED
41 SHEIBAINI; SITARA MANAGEMENT)	
42 CORPORATION; TINSEL ENTERPRISES,)	
43 INC.; QUANG TRUONG; and STEVEN)	

1 RAY VEZERIAN, LOS FELIZ SHELL,
 2 INC., NASSIM HANNA,

3 Plaintiffs, on behalf of
 4 themselves and those
 5 similarly situated

6 v.

7 SAUDI REFINING, INC.; TEXACO, INC.;
 8 SHELL OIL COMPANY; MOTIVA
 9 ENTERPRISES LLC;
 10 EQUILON ENTERPRISES LLC;
 11 EQUIVA TRADING COMPANY; and
 12 EQUIVA SERVICES LLC,

13 Defendants.

14 I

15 INTRODUCTION

16 1. Plaintiffs bring this action on behalf of themselves and the approximately 23,000
 17 Shell and Texaco branded dealers nationwide who operate or have operated Shell or Texaco
 18 branded marketing premises and franchises throughout the United States and who have
 19 purchased gasoline from Defendants MOTIVA ENTERPRISES LLC and/or EQUILON
 20 ENTERPRISES LLC, or both, since January 1998 to the present time.

21 2. Plaintiffs bring this action against defendants Saudi Refining, Inc., Texaco, Inc.,
 22 Shell Oil Company, Equilon Enterprises LLC, Motive Enterprises LLC, Equiva Trading
 23 Company and Equiva Services LLC, for damages and injunctive relief caused by reason of
 24 defendants' violations of Section 1 of the Sherman Antitrust Act, 15 U.S.C. §1. Plaintiffs
 25 demand a trial by jury of all issues triable thereby, and for their complaint, allege as follows:

26 II

27 JURISDICTION

28 3. This Court has jurisdiction over plaintiffs' Sherman Act claims pursuant to
 Sections 4 and 16 of the Clayton Antitrust Act, 15 U.S.C. §§15 and 26, and 28 U.S.C. §1337.

III

PLAINTIFFS

4. The above-named plaintiffs, individually and on behalf of a class of persons similarly situated, are the following individuals and entities, who operate or have operated the following Shell or Texaco branded marketing premises and franchises at the following locations:

<u>Plaintiff's Name</u>	<u>Station</u>	<u>Leased</u>	<u>Station Location</u>
	<u>Brand</u>	<u>Marketing</u>	
		<u>Premises</u>	
		<u>Yes/No</u>	
Fouad N. Dagher	Shell	Yes	Dagher Shell #2 916 Santa Anita Arcadia, CA 91006
Bisharat Enterprises, Inc.	Shell	Yes	Arcadia Shell Service 25 East Foothill Boulevard Arcadia, CA 91006
Tinsal Enterprises, Inc.	Shell	Yes	Victoria Shell 2440 South Victoria Ventura, CA 93003
Alfred Buczkowski	Shell	Yes	Oakview Shell 905 North Ventura Avenue Oakview, CA 93022

1				
2	Los Feliz Shell,	Shell	Yes	Los Feliz Shell, Inc.
3	Inc.			3053 Los Feliz Boulevard
4				Los Angeles, CA 90039
5				
6	Nassim Hanna	Shell	Yes	Hanna Shell
7				1410 South Soto Street
8				Los Angeles, CA 90023
9				
10	Fouad N. Dagher	Shell	Yes	Dagher Shell #7
11				1401 South Garfield
12				Alhambra, CA 91803
13				
14	Esequiel Delgado	Shell	Yes	Delgado Shell Service
15				4357 East Brooklyn Avenue
16				Los Angeles, CA 90022
17				
18	Nasser El-Radi	Shell	Yes	Delamo Shell
19				5910 Dell
20				Lakewood, CA 90713
21				
22	Carlos Marquez	Shell	Yes	Marquez Shell #12
23				2600 Pellissier Place
24				Industry, CA 91746
25				
26	Fouad N. Dagher	Shell	Yes	Dagher Shell #5
27				5533 East Washington Blvd.
28				Commerce, CA 90040

1				
2	Tinsal Enterprises,	Shell	Yes	N. Hill Shell
3	Inc.			16961 Devonshire Street
4				Granada Hills, CA 91344
5				
6	Fouad N. Dagher	Shell	Yes	Dagher Shell #10
7				1900 East Ceasar Chavez
8				Los Angeles, CA 90033
9				
10	Mahwash Farzaneh	Shell	Yes	Lawndale Shell
11				15808 South Inglewood
12				Lawndale, CA 90260
13				
14	Fouad N. Dagher	Shell	Yes	Dagher Shell #4
15				2219 Garfield
16				Monterey Park, CA 91754
17				
18	Nasser El-Radi	Shell	Yes	Shell 4U
19				430 Petrogrande
20				Monterey Park, CA 91754
21				
22	Carlos Marquez	Shell	Yes	Marquez Shell #7
23				3701 East Valley Boulevard
24				West Covina, CA 91744
25				
26	Nasser El-Radi	Shell	Yes	UR Shell
27				9305 East Firestone
28				Downey, CA 90241

1				
2	G.G.&R Petroleum, Shell	Yes	Holiday Shell Service	
3	Inc.		800-M East Lugenia Avenue	
4			Redlands, CA 92374	
5				
6	H.J.F. Inc. Shell	Yes	Simi Shell Food Mart	
7			1120 East Los Angeles Avenue	
8			Simi Valley, CA 93065-2802	
9				
10	Kaleco, Co. Shell	Yes	Camarillo Shell	
11			1604 Ventura Boulevard	
12			Camarillo, CA 93010	
13				
14	Mike M. Madani Texaco	No	South Bay Texaco	
15			1700 Artesia Boulevard	
16			Redondo Beach, CA 90278	
17				
18	Quang Truong Shell	Yes	Kathleen's Shell	
19			4405 North Maine Avenue	
20			Baldwin Park, CA 91706	
21				
22	Fouad N. Dagher Shell	Yes	Dagher Shell #13	
23			8801 Lanewood	
24			Downey, CA 90240	
25				
26	Carlos Marquez Shell	Yes	Marquez Shell #13	
27			19910 Beach Boulevard	
28			La Mirada, CA 90638	

1				
2				
3	Sami Merhi	Shell	Yes	Del Amo Shell
4				20225 South Avalon
5				Carson, CA 90745
6				
7	Steven Ray	Shell	Yes	Steve's Shell Service
8	Vezerian			800 West Las Tunas Avenue
9				San Gabriel, CA 91776
10				
11	Guillermo	Shell	Yes	West Covina Shell
12	Ramirez			801 South Glendora Avenue
13				West Covina, CA 91790
14				
15	Edgardo R.	Shell	Yes	Gardy's Shell Service
16	Parungao			7511 East Rosecrans Avenue
17				Paramount, CA 90723
18				
19	Fouad N. Dagher	Shell	Yes	Dagher Shell #9
20				631 North Garfield
21				Monterey Park, CA 91754
22				
23	Sitara Management	Shell	Yes	Ventura/Shoup Shell
24	Corporation			22330 Ventura Boulevard
25				Woodland Hills, CA 91364
26				
27				
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2	Paul E. Peterson	Shell	Yes	West Torrance Shell
3				20805 South Anza Avenue
4				Torrance, CA 90503
5				
6	Ron Abel Serv.	Shell	Yes	Ron Abel's #2
7	Center, Inc.			21924 Devonshire Street
8				Chatsworth, CA 90311
9				
10	Jerry's Shell Serv.	Shell	Yes	Jerry's Shell
11	Center, Inc.			5161 Van Nuys Boulevard
12				Sherman Oaks, CA 91403
13				
14	Guillermo	Shell	Yes	Ramirez Shell Autocare
15	Ramirez			12004 East Ramona Boulevard
16				El Monte, CA 91732
17				
18	Leopoloo Ramirez	Shell	Yes	Ramirez Shell
19				3660 North Puente Avenue
20				Baldwin Park, CA 91706
21				
22	Nazar Sheibaini	Texaco	Yes	Camarillo Texaco
23				256 Carmen Drive
24				Camarillo, CA 93010
25				
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1 5. Each individually named plaintiff is a resident of the state of California and the
2 Central District of California.

3 6. There are tens of thousands of individuals and/or entities, within the United
4 States, too numerous to list every name in the case caption and, therefore, must be formed as a
5 class in order to adequately litigate this action.

6 7. The representative Plaintiffs' claims are typical of the class generally. Plaintiffs,
7 as named herein, share the exact same interests as the other members of the class and are able to
8 fairly and adequately represent the interests of all members of the class.

9 8. The overall likelihood of individual Class Members prosecuting separate claims
10 is remote at best. Individual members of the Class may or do not have a significant interest in
11 individually controlling the prosecution of separate actions and the impact of such a scenario
12 upon the judicial system would be a tremendous waste of judicial resources and may cause a
13 crippling effect. Additionally, the prosecution of separate actions by individual Class Members
14 would create a risk of inconsistent and varying adjudications concerning the subject of this
15 action, which adjudications could establish incompatible standards of conduct for defendants
16 under the laws alleged herein.

17 9. There is a well-defined community of interest in the questions of law and fact
18 among the Plaintiffs, as named herein, and the Class Members. Questions of law and fact
19 common to the members of the aforesaid Class predominate over any questions which may
20 affect only individual members, in that defendants have acted in a manner generally applicable
21 to the entire Class.

22 10. Each corporate plaintiff is organized, exists, and doing business under the laws
23 of the state of California, with its principal place of business located in the Central District of
24 California.

25 11. Each plaintiff who currently operates Shell branded marketing premises, at all
26 times relevant herein, has been in a franchise relationship with Shell Oil Co. or its assignee
27 Equilon Enterprises LLC, and since approximately January 1998 has purchased wholesale Shell
28 branded gasoline from Equilon for resale to the general public.

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21. Saudi in fact combined with Shell and Texaco to fix the price of gasoline sold to the independent Shell and Texaco retail dealers in the United States.

22. Saudi in fact combined with Shell and Texaco to divide markets in the United States.

23. Saudi in fact combined with Shell and Texaco to divide customers in the United States.

Shell Oil Co.

24. Defendant SHELL OIL COMPANY ("Shell") is a corporation organized, existing, and doing business under the laws of the state of Delaware, with its headquarters and principal place of business at One Shell Plaza, Houston, Texas. Shell is a subsidiary of the Royal Dutch/Shell Group which is composed of Royal Dutch Petroleum Company (domiciled in the Netherlands) and The "Shell" Transport and Trading Company (domiciled in the United Kingdom).

25. Shell is, and at all times relevant herein, has been engaged in the business of exploring for and producing crude oil, transporting crude oil, and refining, transporting, storing, and marketing petroleum products, including gasoline, in the state of California and throughout the United States.

26. Shell, as part of Royal Dutch/Shell Group, is one of the world's leading oil and natural gas producers, with substantial manufacturing, transportation and marketing functions.

27. The Chairman of Shell met with the Chairmen of Saudi and Texaco for the purpose of forming and organizing a combination with Saudi and Texaco in the refining and marketing of gasoline.

28. The Chairman of Shell knew and understood that the effect of the agreement with Saudi and Texaco would be the elimination of competition between and among Saudi, Texaco and Shell in the refining and marketing of gasoline in the United States.

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1 39. The Chairman of Texaco knew and understood that the effect of the agreement
2 with Saudi and Shell would be the elimination of competition between and among Saudi,
3 Texaco and Shell in the refining and marketing of gasoline in the United States.

4 40. The Chairmen of Texaco knew and understood that the agreement with Saudi
5 and Shell was an agreement among competitors to fix the price of gasoline sold to the
6 independent Texaco and Shell retail dealers.

7 41. The Chairman of Texaco knew and understood that the agreement with Saudi
8 and Shell was an agreement among competitors to divide markets in the United States.

9 42. The Chairman of Texaco knew and understood that the agreement with Saudi
10 and Shell was an agreement among competitors to divide customers in the United States.

11 43. Texaco in fact combined with Saudi and Shell to fix the price of gasoline sold to
12 the independent Shell and Texaco retail dealers in the United States.

13 44. Texaco in fact combined with Saudi and Shell to divide markets in the United
14 States.

15 45. Texaco in fact combined with Saudi and Shell to divide customers in the United
16 States.

17 **Equilon Enterprises LLC**

18 46. Defendant EQUILON ENTERPRISES LLC ("Equilon") is a limited liability
19 corporation with its headquarters and principal place of business in Houston, Texas.

20 47. Equilon is a combination between Texaco and Shell that combines their western
21 and mid-western refining, transportation, terminal (storage), and marketing operations and
22 assets. Shell owns 56 percent of Equilon, and Texaco owns the other 44 percent.

23 48. Equilon began operating during January 1998. Since that time, it has been in the
24 business of refining, transporting, storing, and marketing petroleum products, including
25 gasoline, in the state of California and other western and mid-western states.

26 49. Equilon refines and markets gasoline and other petroleum products under both
27 the Shell and Texaco brand names in all or parts of 32 states, selling products to 9,002 Shell
28 and Texaco retail outlets.

1 50. Equilon is the fourth largest retail gasoline marketer and the fourth largest
2 refiner in the United States.

3 51. Equilon's annual gross revenue is approximately \$22 billion.

4 52. Equilon is number one in market share in Oregon, Arizona, Nebraska,
5 Oklahoma, Missouri, Arkansas and Kentucky. Equilon is number two in market share in
6 Alaska, Hawaii, California, Nevada, Idaho, Wyoming, Colorado, New Mexico, Indiana and
7 Illinois.

8 53. Equilon has seven refineries, refining approximately 846,000 barrels per day.
9 Equilon owns 76 terminals for crude oil and refined products in the United States.

10 54. Equilon owns an interest, with its competitors, in 45,600 miles of pipeline
11 throughout the United States.

12 55. Equilon is a combination, in the form of a trust or otherwise, used by Shell and
13 Texaco to fix the price of gasoline sole to the independent Shell and Texaco retail dealers in the
14 western and midwestern states of the United States.

15 **Motiva Enterprises LLC**

16 56. Defendant MOTIVA ENTERPRISES LLC ("Motiva") is a limited liability
17 corporation with its headquarters and principal place of business in Houston, Texas.

18 57. Motiva is a combination between Texaco, Saudi, and Shell that combines their
19 eastern United States and Gulf Coast refining, transportation, terminal (storage), and marketing
20 operations and assets. Shell owns 35 percent of Motiva, and Texaco and Saudi each own 32.5
21 percent.

22 58. Motiva began operations during July 1998. Since that time, Motiva has been in
23 the business of refining, transporting, storing, and marketing petroleum products, including
24 gasoline, in the Gulf Coast and eastern United States.

25 59. Motiva refines and markets gasoline under the Shell and Texaco brand names in
26 27 states of the United States, selling products to 13,900 Shell and Texaco retail outlets.

27 60. Motive is the second largest retail gasoline marketer and the eighth largest
28 refiner in the United States.

1 61. Motiva's annual gross revenue is approximately \$11 billion.

2 62. Motiva is number one in market share in Texas. Louisiana, Alabama,
3 Mississippi, Tennessee, Florida, North Carolina, Rhode Island, New Jersey, Maryland and
4 Delaware.

5 63. Motiva is number two in market share in Georgia, Virginia, Pennsylvania, New
6 Hampshire, Vermont, Massachusetts and Connecticut.

7 64. Motiva has four refineries, refining approximately 819,000 barrels per day.
8 Motiva has 50 terminals for crude oil and refined products in the United States.

9 65. Motiva is a combination, in the form of a trust or otherwise, used by Saudi,
10 Texaco and Shell to fix the price of gasoline sold to the independent Shell and Texaco retail
11 dealers in the eastern and Gulf coast states of the United States.

12 **Equiva Trading Co.**

13 66. Defendant EQUIVA TRADING COMPANY ("Equiva Trading") is a general
14 partnership headquartered in Houston, Texas, with offices in Universal City and Burbank,
15 California; and Calgary, Canada.

16 67. Equilon and Motiva are the general partners in Equiva Trading, each having a 50
17 percent interest. Equiva Trading became operational in July 1998 and provides supply and
18 trading services to Equilon, Motiva and affiliates of Texaco and Shell.

19 68. Equiva Trading was formed with the purpose and effect of eliminating
20 competition in the supply and trading services to the Equilon and Motiva combines, and to the
21 affiliates of Saudi, Texaco and Shell.

22 **Equiva Services LLC**

23 69. Defendant EQUIVA SERVICES LLC ("Equiva Services") is a limited liability
24 corporation with its headquarters and principal place of business in Houston, Texas.

25 70. Equiva Services is 50 percent owned by Equilon and 50 percent owned by
26 Motiva. It began operations in July 1998, and provides economic and business research,
27 facilities management, financial, human resources, information technology, legal, marketing,
28 and safety, health and environmental services for Equilon and Motiva.

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1 77. At some point during or after January 1998, Texaco and Shell sold, transferred
2 or assigned to Equilon (formerly Westco) their interests in the marketing premises leased to
3 plaintiffs, as well as their interests in and obligations under each plaintiff's franchise
4 agreements.

5 78. With regard to those plaintiffs that operate leased marketing premises, prior to
6 and after transferring those premises to Equilon, neither Shell nor Texaco made bona fide offers
7 to sell, transfer, or assign their interests in the premises to plaintiffs.

8 79. Equilon was formed for the purpose and with the effect of eliminating
9 competition between and among Saudi, Texaco and Shell in the refining and marketing of
10 gasoline in the United States.

11 80. One of the purposes of Shell and Texaco in forming Equilon was to fix prices
12 between themselves on gasoline sold to the independent Shell and Texaco branded dealers.

13 81. Shell and Texaco agreed that Equilon would fix the price at which gasoline is
14 sold to the independent Shell and Texaco branded dealers in the western and mid-western states
15 of the United States.

16 82. Equilon fixes the price at which gasoline is sold to the independent Shell and
17 Texaco branded dealers in the western and mid-western states of the United States.

18 83. Motiva was formed for the purpose and with the effect of eliminating
19 competition between and among Saudi, Texaco and Shell in the refining and marketing of
20 gasoline in the United States.

21 84. One of the purposes of Saudi, Shell and Texaco in forming Motiva was to fix
22 prices between and among themselves on gasoline sold to the independent Shell and Texaco
23 branded dealers.

24 85. Saudi, Shell and Texaco agreed that Motiva would fix the price at which
25 gasoline is sold to the independent Shell and Texaco branded dealers in the Gulf and east coast
26 states of the United States.

27 86. Motiva fixes the price at which gasoline is sold to the independent Shell and
28 Texaco branded dealers in the Gulf and east coast states of the United States.

VII

TRADE AND COMMERCE

87. The exploration, production, transportation, storage, refining, distribution, marketing, and selling of crude oil and gasoline is carried on in and substantially affects interstate and foreign commerce, and that the combination and conspiracy among and between Saudi, Texaco, and Shell, to fix the price of gasoline sold to retail dealers substantially affects, impedes, and unreasonably restrains the free flow of crude oil and gasoline between and among the various states of the United States, and foreign countries and the United States.

88. Entry into the refining and marketing of gasoline is difficult and would not be timely, likely, or sufficient to prevent anticompetitive effects in those markets.

89. By reason of the violations alleged herein, plaintiffs have paid and continue to pay higher wholesale prices for branded gasoline than they would in a free and competitive market.

90. Since the launch of the Equilon combination, wholesale and retail prices of gasoline sold in the state of California have increased substantially.

91. During that same period, total statewide refinery production and inventories of gasoline rose compared to the same period in the previous year, refinery margins increased, and crude oil prices decreased.

92. Beginning at least during the last two years, crude oil prices, when adjusted for inflation, dropped to their lowest levels since the Great Depression of the 1930's.

93. During the time that crude oil prices were dropping to their lowest levels since the Great Depression, Saudi, Shell and Texaco, by and through Equilon and Motiva, agreed to and did in fact fix and raise the price of gasoline sold to the independent Shell and Texaco branded retail dealers.

94. Before Equilon and Motiva were formed, Saudi, Texaco and Shell were actual competitors.

95. Saudi, Shell and Texaco combined and conspired to form Motiva and Equilon as the means to fix prices on gasoline sold to the independent Shell and Texaco retail dealers.

1 96. Saudi, Shell and Texaco combined and conspired to form Motiva and Equilon as
2 the means to divide markets and customers.

3 97. Saudi, Shell and Texaco did what they combined and conspired to do.

4 98. Motiva and Equilon combined, conspired and contracted to fix the price of
5 gasoline sold to the independent Texaco and Shell dealers in the United States.

6 99. Motiva and Equilon combined, conspired and contracted to divide the markets in
7 the United States.

8 100. Motiva and Equilon combined, conspired and contracted to divide customers in
9 the United States.

10 101. Motiva and Equilon, as a combination, do the following:

11 (a) Market gasoline in all 50 states of the United States under both the Shell
12 and Texaco brand names;

13 (b) Rank number one in national market share for branded gasoline, refining
14 capacity and lubricant sales;

15 (c) Have annual gross revenue of approximately \$33 billion;

16 (d) Provide product to 22,903 Texaco and Shell branded retail outlets;

17 (e) Own 11 refineries with a total refining capacity of 1,665,270 barrels per
18 day;

19 (f) Own or have an interest in 126 crude oil and product terminals; and

20 (g) Have ownership interests with their competitors in 45,600 miles of
21 pipeline.

22 102. By reason of the combination and conspiracy among Saudi, Texaco and Shell to
23 fix prices by and through their combinations, Equilon and Motiva, independent Shell and
24 Texaco branded retailers paid more for their gasoline than they would have in a free and
25 competitive market.

26 ~~103. After acquiring plaintiffs' marketing premises and franchise agreements from~~
27 ~~Shell and Texaco, Equilon also imposed substantial rent increases upon each plaintiff operating~~
28 ~~leased marketing premises.~~

1 103. After acquiring plaintiffs' marketing premises and franchise agreements from
2 Shell and Texaco, Equilon also imposed substantial rent increases upon each plaintiff operating
3 leased marketing premises. In particular, prior to forming Equilon, both Shell and Texaco
4 offered variable rent programs, pursuant to which a dealer selling a specified amount of
5 gasoline received a per gallon rebate or credit against station rent, and thereby a reduction in
6 gasoline prices. After forming Equilon, acting in concert through Equilon, Shell and Texaco
7 effectively eliminated their variable rent programs, so as to increase the price of gasoline to
8 Shell and Texaco dealers. The foregoing conduct of defendants was an effort to coerce Shell
9 and Texaco dealers to agree to raise the retail price of gasoline, and was part and in furtherance
10 of defendants' agreement, combination, and conspiracy to fix, raise, stabilize, and peg the price
11 of gasoline sold to Shell and Texaco dealers.

12 104. Furthermore, each plaintiff operating leased marketing premises has been
13 deprived of an opportunity to acquire such premises. Franchisee ownership of marketing
14 premises, as opposed to leasing such premises from a franchisor, substantially increases the
15 value of a gasoline station business because it gives the owner-franchisee the freedom to
16 negotiate arms length franchise agreements or supply contracts with any oil company franchisor
17 on much better terms for the franchisee.

18 105. By reason of the violations alleged herein, plaintiffs and all persons similarly
19 situated have sustained injury to their businesses and property in amounts yet to be ascertained,
20 but including the loss of sales, profits, and business goodwill, increased rent, increased prices
21 paid to defendants for gasoline and other petroleum products, the value of their businesses as
22 going concerns, the increased costs of doing business, including any debts incurred.

23 106. Prior to the Equilon and other combinations outline above, Shell and Texaco
24 were actual competitors.
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VIII

SECTION 1 OF THE SHERMAN ACT

107. Each of the Equilon and Motiva combinations described hereinabove constitutes a contract, combination or conspiracy by Saudi, Shell and Texaco to raise, fix, peg, or stabilize prices in *per se* violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. Section 1.

108. The Equilon and Motiva combinations constitute contracts, combinations or conspiracies between and among defendants, Saudi, Texaco, Shell, Equilon, Motiva, Equiva Trading and Equiva Services, to raise, fix, peg, or stabilize prices in *per se* violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. Sec. 1.

109. Each Chairman of Saudi, Texaco and Shell know of and approved of the price fixing agreement.

110. The Equilon and Motiva combinations constitute contracts, combinations or conspiracies between and among defendants, Saudi, Texaco, Shell, Equilon, Motiva, Equiva Trading and Equiva Services, to divide markets in *per se* violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. Section 1:

111. Each Chairman of Saudi, Texaco and Shell know of and approved of the agreement to divide markets.

112. The Equilon and Motiva combinations constitute contracts, combinations or conspiracies between and among defendants, Saudi, Texaco, Shell, Equilon, Motiva, Equiva Trading and Equiva Services, to divide customers in *per se* violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. Section 1.

113. Each Chairman of Saudi, Texaco and Shell knew of and approved of the agreement to divide customers.

114. The overall conduct of defendants described above also constitutes a contract, combination or conspiracy to raise, fix, peg, or stabilize prices in *per se* violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. Sect. 1.

IX

PRAYER FOR RELIEF

WHEREFORE, plaintiffs, on behalf of themselves and all persons similarly situated pray for relief as follows:

- (a) that the court adjudge and decree the instant action as a Class Action;
- (b) that the jury find and this Court adjudge and decree that defendants have violated Section 1 of the Sherman Antitrust Act, 15 U.S.C. Sec. 1;
- (c) that plaintiffs and Class Members recover actual damages as the jury shall find them to have sustained and that the damages be trebled pursuant to Section 4 of the Clayton Act;
- (d) that the Court issue a permanent injunction dissolving Equilon, Motiva, Equiva Trading, and Equiva Services pursuant to Section 16 of the Clayton Act;
- (e) that the Court issue a permanent injunction enjoining and prohibiting defendants from contracting, combining, and conspiring to raise, fix, peg, or stabilize prices;
- (f) that the Court issue a permanent injunction enjoining and prohibiting defendants from contracting, combining, and conspiring to fix plaintiffs' rents at artificially high and noncompetitive levels;
- (g) that the Court issue a permanent injunction requiring defendants to allow any dealer to rebrand, without any penalty;
- (h) for a complete list of the names, addresses, and telephone numbers of the persons and/or entities who were and/or are a Shell and/or Texaco branded dealer nationwide who operate or have operated Shell or Texaco branded marketing premises and franchises throughout the United States and of those persons or entities who has purchased gasoline from Defendants MOTIVA ENTERPRISES LLC and/or EQUILON ENTERPRISES LLC, or both since January 1998 to the present time.
- (i) that the Court award plaintiffs their costs of suit herein, including reasonable attorneys' fees pursuant to Section 4 of the Clayton Act; and

1 (j) that the Court award plaintiffs and Class Members such other and further relief
2 as it shall deem just and appropriate.
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5 Dated: Jan 24, 2000

ALIOTO LAW FIRM
SHULMAN, WALCOTT & SHULMAN, P.A.
LAW OFFICE OF JOHN H. BOONE
BLEAU, FOX & ASSOCIATES, A.P.C.

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9
10 By: Joseph M. Alioto / JMS
11 Joseph M. Alioto, Esq.

12 **DEMAND FOR JURY**

13 NOTICE IS HEREBY GIVEN that the plaintiffs in the above-entitled ~~First~~ Second
14 Amended action demand a trial by jury in the above-entitled action.
15

16 Dated: Jan 24, 2000

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

Fouad N. Dagher; et al.,

Plaintiffs,

vs.

Saudi Refining, Inc.; et al.,

Defendants.

CLASS ACTION

CASE NO: CV-99-06114 GHK (JWJx)

AFFIDAVIT OF SERVICE

Gayle M. Schaub, being first duly sworn, deposes and says on oath that she is employed in the office of an attorney permitted to practice pro hac vice before this Court in the above-entitled action, and that on the 24th day of January, 2000, at the discretion of said attorney, she served a true and correct copy of **SECOND AMENDED COMPLAINT FOR DAMAGES**

1 AND INJUNCTIVE RELIEF UNDER THE ANTITRUST LAWS by arranging for the
2 deposit of same with Federal Express, in the City of Minneapolis, Minnesota, upon:

3
4 **For Defendant Saudi Refining, Inc.**

5 Thomas J. O'Sullivan
6 Michael S. Shuster
7 WHITE & CASE LLP
8 1155 Avenue of the Americas
9 New York, NY 10036

Bryan A. Merryman
WHITE & CASE LLP
633 West Fifth Street
19th Floor
Los Angeles, CA 90071

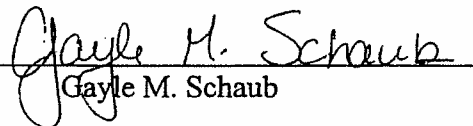
10 **For Defendant Texaco, Inc.**

11 Alan M. Grimaldi
12 Patricia G. Butler
13 HOWREY & SIMON
14 1299 Pennsylvania Avenue, N.W.
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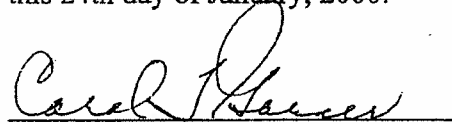
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15 **For Defendant Shell Oil Company**

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24
25 
26 Gayle M. Schaub

27 Subscribed and sworn to before me
28 this 24th day of January, 2000.

29 
30 Notary Public

